

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

REINA JONES,

v.

A & D INTERESTS, INC. d/b/a  
HEARTBREAKER'S GENTLEMEN'S CLUB  
and MIKE ARMSTRONG

Case No.: \_\_\_\_\_

**PLAINTIFF'S PETITION TO CONFIRM ARBITRATION AWARD**

**SUMMARY**

1. Jones is a dancer formerly employed by A & D Interests, Inc. and Mike Armstrong (collectively, "Heartbreakers"). In March 2018 Jones filed an arbitration claim, seeking to recover unpaid minimum wages, unpaid overtime, shift fees, tip-outs, liquidated damages, attorneys' fees, costs, and post-award interest as a result of Heartbreakers' decision to misclassify her as an "independent contractor." Jones prevailed on her claims at a hearing before Arbitrator Glen Patterson and on December 6, 2019 he awarded Jones \$150,103.09 plus post-award interest. *See* Exhibit 1, "Final Award." Heartbreakers has not paid anything it owes under the Final Award. Accordingly, Jones seeks a judgment confirming the Final Award.

**JURISDICTION AND VENUE**

2. This Court has jurisdiction because Jones's claims arise under the Federal Arbitration Act.
3. Venue is proper because the Final Award was awarded within this District.

**THE PARTIES**

4. Heartbreakers owns and operates a gentlemen's club located at 3200 Gulf Freeway in Dickinson, Texas that employed Jones as a dancer.

### FACTUAL ALLEGATIONS

5. On March 7, 2013, Jones and Heartbreakers signed an arbitration agreement covering claims brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*

6. Heartbreakers employed Jones until March 2018, but never paid her.

7. Instead, Heartbreakers misclassified Jones as an “independent contractor.”

8. Heartbreakers required Jones to share tips with management and pay fees to be able to work.

9. Heartbreakers’ failure to pay Jones and charge her tips and fees violated the FLSA.

10. Jones filed a claim on March 13, 2018 before the American Arbitration Association, seeking unpaid minimum wages, overtime pay, shift fees, tip-outs, liquidated damages, attorney’s fees, costs, and post-award interest.

11. Arbitrator Glenn Patterson in Houston, Texas conducted the arbitration proceedings.

12. Jones’s claims went to a hearing on September 5, 2019 and Jones prevailed on her claims against Heartbreakers.

13. On December 6, 2019, Arbitrator Patterson issued a Final Award against Heartbreakers, awarding Jones unpaid minimum wages, unpaid overtime wages, reimbursement of fees, reimbursement of tips, liquidated damages, attorneys’ fees, and costs totaling \$150,103.09. Arbitrator Patterson also awarded Jones post-judgment interest at the rate of 1.59%. *See* Exhibit 1.

14. In issuing the Final Award, Arbitrator Patterson acted impartially, fairly, without corruption, and did not exceed his powers.

15. Arbitrator Patterson conducted the hearing at a time and place mutually agreed to by the parties.

16. Arbitrator Patterson did not refuse to hear pertinent and material evidence and did not engage in any misbehaviour that prejudiced the rights of any party.

17. The Final Award was procured without corruption, fraud, or undue means.

18. No grounds exist for vacating or modifying the Final Award.

19. Heartbreakers has not paid any of the money it owes under the Final Award, despite numerous attempts by Jones's counsel to negotiate a settlement.

20. Jones continues to incur fees and costs to collect the Final Award.

#### **CAUSES OF ACTION**

21. Under the Federal Arbitration Act, Jones is entitled to a judgment confirming the Final Award and awarding her all damages awarded to her in the Final Award.

22. Jones is further entitled to attorneys' fees and costs incurred as a result of her efforts to enforce and collect the Final Award, including fees and costs of this action.

#### **PRAYER**

23. Jones requests this Court:

- a. Enter a judgment that confirms the Final Award, holding Heartbreakers liable to Jones in the amount of \$150,103.09, plus interest of 1.59% from December 6, 2019 until final payment;
- b. Award Jones reasonable attorneys' fees, costs, and expenses in bringing this action;
- c. Award pre-judgment interest from the date of the Final Award until the date it enters judgment confirming the Final Award, and post-judgment interest thereafter;
- d. Award Jones any and all relief that the Court deems just and proper.

Respectfully submitted,

/s/ **David I. Moulton**

By: \_\_\_\_\_

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